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Tarrant County Texas

Official Public Records

5/17/2010 4:11 PM

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~~AMENDMENT AND EXTENSION OF PAID UP OIL AND GAS LEASE~~ BGS 2 \$20.00

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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WHEREAS, **GAMESTOP, INC.**, whose address is 625 Westport Parkway, Grapevine, Texas, 76051, (as Lessor), executed that certain Paid Up Oil And Gas Lease dated March 1, 2007 with **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, successor by merger of **Chesapeake Exploration Limited Partnership**, a limited partnership, as Lessee, and which a Memorandum of Oil and Gas Lease is recorded in document number D207209910 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and THEREAFTER **GAMESTOP, INC.**, then conveyed its leased mineral interest in that certain Limited General Warranty Deed dated May 18th, 2007, to **GAMESTOP TEXAS LP**, a Texas limited partnership, as recorded in Instrument No. D207184070, Official Public Records, Tarrant County, Texas.

WHEREAS, **GAMESTOP TEXAS LTD.**, a Delaware corporation ("Successor Lessor"), is the successor by merger to **GAMESTOP TEXAS LP**, a Texas limited partnership.

WHEREAS, Successor Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional five (5) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Successor Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Successor Lessor does hereby amend:

1. Section 2 of the Lease to read as follows:

"This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term ending July 31, 2010, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

And

2. Section 6 of the Lease to provide that the maximum pooled unit size that Lessee is permitted by the Lease to create for a horizontal well is 320 acres, even if a larger drilling or proration unit would be authorized pursuant to Rule 86.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Successor Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Successor Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns. Said Amendment and Extension of Paid Up Oil and Gas Lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 26th day of February, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Successor Lessor herein.

SUCCESSOR LESSOR:

GAMESTOP TEXAS LTD., a Delaware corporation

By: [Signature]
 Name: Robert A. Lloyd
 Title: Gen. Mgr.

CORPORATE ACKNOWLEDGEMENT

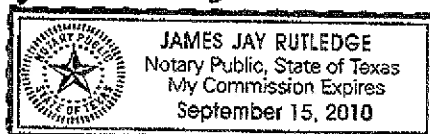
THE STATE OF Texas
 COUNTY OF Tarrant

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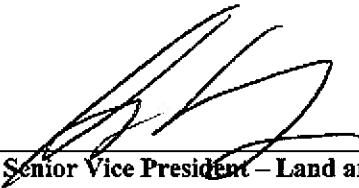
This instrument was acknowledged before me on this the 26th day of February, 2010, by Robert A. Lloyd **GAMESTOP TEXAS LTD.**, a Delaware corporation, on behalf of said corporation.

[Signature]
 Notary Public, State of Texas



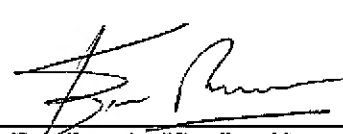
LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company


By: Henry J. Hood, Senior Vice President – Land and Legal
& General Counsel of Chesapeake Exploration, L.L.C.

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TOTAL E&P USA, INC.,
a Delaware corporation

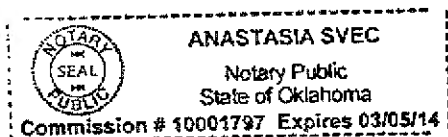

By: Eric Bonnin, Vice President- Business Development and
Strategy

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CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of April, 2010, personally appeared Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

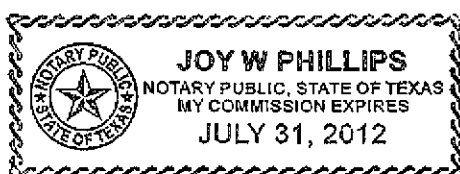


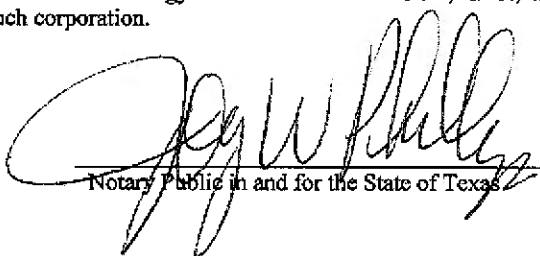

Notary Public State of Oklahoma

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 11 day of May, 2010, by Eric Bonnin as Vice President – Business Development and Strategy for TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and on behalf of such corporation.




Notary Public in and for the State of Texas